

RESOLUTION 88-2

TO APPROVE INTERIM CONTRACTUAL AGREEMENT PROVIDING
MUTUAL AID FIRE PROTECTION SERVICES

WHEREAS, Perry Township and the Perry-Clear Creek Fire Protection District of Monroe County, Indiana have established an Interim Contractual Agreement for the provision of fire protection services; and


WHEREAS, the City of Bloomington agrees to provide and receive mutual aid on an "on-call" basis with the District; and

WHEREAS, such action is authorized by the provisions of Indiana Code §36-1-7-1 et seq;


NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Interim Contractual Agreement, attached hereto and made a part hereof, the Bloomington Common Council hereby approves execution of this Agreement by the Mayor.

This Resolution shall be in full force and effect from and after passage by the Common Council of the City of Bloomington and approval by the Mayor.


PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 20 day of January, 1988.


PAM SERVICE, President
Bloomington Common Council

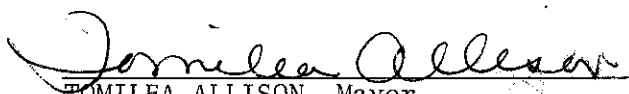
ATTEST:


PATRICIA WILLIAMS, Clerk
City of Bloomington

PRESENTED by me to the Mayor on this 21 day of January, 1988.


PATRICIA WILLIAMS, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 22 day of January, 1988.


TOMILEA ALLISON, Mayor
City of Bloomington

SYNOPSIS

This resolution approves the execution of an Interim Contractual Agreement for the provision of fire protection services between Perry Township, the Perry-Clear Creek Fire Protection District of Monroe County, Indiana, and the City of Bloomington. The Agreement provides for mutual aid services on an "on-call" basis between the City and the District through January 30, 1988, during which time the District and Perry Township are finalizing their long-term arrangement for fire protection.

INTERIM CONTRACTUAL AGREEMENT

The undersigned do hereby contractually agree as follows:

1. The undersigned hereby covenant that each shall in a public spirited manner conscientiously, cooperatively, and in good faith exert their respective best efforts to implement the terms and intents of this Agreement to thereby provide and facilitate fire protection services. They each shall also exert their best efforts in a manner conducive to establishing a longer term and supplemental agreement for such services.

2. The Board of Fire Trustees of the Perry-Clear Creek Fire Protection District of Monroe County (herein referred to as "District") is desirous of prudently and cooperatively implementing fire protection in accordance with the June 29, 1987 Ordinance 87-13, I.C. 36-8-11-1 (Fire Protection Districts), I.C. 36-1-7-1 (Interlocal Cooperation), and all other applicable law and regulation.

3. The Perry Township Trustee in consultation and agreement with the Township Advisory Board (hereinafter referred to as "Trustee") desires to cooperatively assist and facilitate the provision of fire protection services by the District.

4. By reason of the now known governmental transfer of applicable fire protection responsibilities as of January 1, 1988 to the District, there is clear and present need to establish on an immediate basis an interlocal cooperation agreement to provide fire protection services and allow time to develop the terms and provisions of a longer term agreement.

5. Purpose. The purpose of this Agreement is to facilitate interim fire protection services and to allow time within which to develop a longer term agreement for fire protection services, all as herein described.

6. Duration. The term of this Agreement shall be thirty (30) days commencing on January 1, 1988.

7. The District shall seek necessary financing through available means as for example loans, or tax anticipation warrants to thereby provide the fiscal resources to employ and pay necessary staffing, other costs and expenses, and otherwise

provide for the governmental administration and other activities contemplated by the Ordinance 87-13.

8. a) The Trustee hereby provides to the District all the fire protection facilities and equipment currently utilized by the Trustee. Said facilities and equipment are specifically identified on Exhibit "A" attached hereto and incorporated herein by reference.

b) The District shall pay \$1.00 in exchange for said equipment and shall also have the responsibility for and perform all prudent maintenance and upkeep related to the uses herein contemplated.

c) The District shall pay 75% of the cost of insurance and utilities for the Trustee's facilities located at 3955 Kennedy Drive, Bloomington, Indiana.

d) The District shall pay 100% of the cost of insurance for all equipment.

e) Consistent with the provisions hereof, the District shall indemnify and hold the Trustee harmless as to loss to equipment and all losses related to fire protection activities.

f) It is understood that said facilities and equipment shall be utilized only for fire protection activities. The Trustee shall retain control and use of said subject building and equipment for other compatible purposes but fire protection shall be the first and priority use.

g) Individuals using said facilities and equipment shall be pre-approved by the Trustee. In so doing, the Trustee shall take into fair consideration the actual and important need for fire protection services to be cooperatively provided by paid staff and by all available and willing volunteers. Such pre-approval review shall be expeditiously accomplished by the Trustee to thereby fully allow the administration of the fire protection services to be the sole responsibility of the District through its designated personnel and making optimum use of volunteers.

h) The Trustee and District shall cooperate to form a Perry-Clear Creek Volunteer Firemen not-for-profit corporation.

This organization's primary purpose shall be to serve as a means of recruitment and training of volunteer firemen to thereby enhance and assist the employed staff of the District.

9. In accordance with I.C. 36-1-7-4 (a)(3), the undersigned delegate the disbursing officer of the District, also known as the fiscal officer (I.C. 36-8-11-2) the duty to receive, disburse, and account for all monies of the joint undertaking.

10. The parties shall do all things necessary to expedite and facilitate all necessary reviews, approvals, and implementations of this Agreement.

11. The District shall reimburse to the Trustee its costs for attorney expenses related to entering into this agreement, up to \$500.00.


12. If there is a longer term agreement reached between the parties which provides for substantial compensation for use of facilities and equipment, such compensation shall be retroactive through January 1, 1988.


13. The City of Bloomington and the District will provide mutual aid on an "on call" basis.


14. This Agreement shall be administered through a board consisting of three members, one named by and representing the District, one named by and representing the Trustee, and one named by and representing the City of Bloomington. All proposed members of the joint board shall be subject to prior approval by each party to this Agreement prior to their being qualified to serve on such board.

The joint board established by this Agreement shall only have the limited powers expressed herein. These limited powers shall consist of a general and periodic administrative overview and general assistance to facilitate the accomplishment of the intents and purposes of this Agreement as described in paragraphs 1, 4, 5 and 10. The District shall be solely and exclusively authorized and responsible for actual implementation of the fire protection services, except as contemplated by Paragraph 13 hereof.

All of which is effective January 1, 1988, and agreed to as
shown by the signatures below.


Tomilea Allison, Mayor
City of Bloomington
State of Indiana


Dan Combs
Perry Township Trustee
Monroe County, Indiana


Kevin Burk, President
Board of Fire Trustees of the
Perry-Clear Creek Fire
Protection District of Monroe
County, Indiana

